



Office of Real Property Utilization and Disposal

U.S. General Services Administration Invitation for Bids

SALE OF GOVERNMENT REAL PROPERTY **OFF-SITE REMOVAL**

Jolly Jack Calving Shed

****NO LAND IS INCLUDED IN THIS SALE****

IFB Number ZEATL921131301

Issued on 06/04/2021

The Jolly Jack Calving Shed is located in Cheney, WA 99004. Map Coordinates are 47.415398, - 117.493704. The Calving Shed is 3,373 +/- square feet, constructed of wood with a metal roof and siding, and must be moved off-site. **OFF-SITE REMOVAL ONLY – NO LAND IS INCLUDED IN THIS SALE.**

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at RealEstateSales.gov.



Auction Summary

Sale Type: **Online Auction**

Start Date: Tuesday, June 11, 2021 11:00 a.m. CT

End Date: **Based on Bidding**

Starting Bid:	\$250.00
Registration Deposit:	\$100.00
*Additional Deposit:	\$2,500.00
Bid Increment:	\$50.00

Sales Information

Sophia Taylor
415-527-7498
sophia.taylor@gsa.gov

Online Auction

[RealEstateSales.gov](https://realestatesales.gsa.gov)

Register and submit your bid

Online Auction Assistance

Lisa Roundtree
253-931-7709
Lisa.Roundtree@gsa.gov

*** The highest bidder will be required to submit an additional deposit in the amount of \$2,500.00, together with payment for the balance of the purchase price. Please reference Paragraph 18 in Terms of Sale on page 11.**

Send Bid Form and Registration Deposit:

By Fax: 415-522-1650

By Email: R9RealestateSales@gsa.gov

Property Disposal Web Page

<https://disposal.gsa.gov>

Inspection Opportunities:

You may view the structure anytime during daylight hours.

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Jolly Jack Calving Shed is located in Cheney, WA 99004. Map Coordinates are 47.415398, -117.493704.

2. SALE PARCEL DESCRIPTION

The Calving Shed will be sold for off-site removal, no land is included.

The Calving Shed is 3,373 +/- square feet, constructed of wood with a metal roof and siding, the shed is located behind a gated area. The structure is located on U.S. Fish and Wildlife Service land.

Access for removal is adequate via the county road.

The sale offering does not include any rights to land. The calving shed must be removed from the Government land by the date and conditions specified (See Terms of Sale, Paragraph 19 – Off-Site Removal, Paragraph 20 - Site Restoration and Paragraph 26 – Time Limit on Removal).

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TERMS OF SALE

1. DEFINITIONS

a. AUTOMATIC BID

Also known as “bid by proxy” wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of online auctions, computers have automated the proxy role and bidders establish their bid limits online and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

b. BACKUP BIDDER

The term “Backup Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the second most acceptable bid.

c. BIDDER(S)

The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the subject Property and is used interchangeably with “you.”

d. BID INCREMENT/INTERVAL

The “Bid Increment” is the minimum amount of money required to increase a starting or current bid. “Bid Interval” is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

e. CLOSE TIME

Close Time is stated on the RealEstateSales.gov website in the “Item Information” section and represented by the Time Remaining countdown clock as the time remaining for making bids. **Online auction sales cannot end on Weekends or Federal Holidays.**

f. EARNEST MONEY

The term “Earnest Money” refers to the Bidder’s deposit of money demonstrating the Purchaser’s good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government’s acceptance of the Bidder’s offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

g. FLAT BID

A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder’s automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder’s automatic bid, the system will record the bid, but it will not be considered the current (winning) bid.

h. GENERAL SERVICES ADMINISTRATION

The term “General Services Administration” (“GSA”) as used herein refers to the United States General Services Administration, a Federal agency conducting this sale in agreement with the United States Department of Interior, Fish and Wildlife Service (FWS). Fish and Wildlife Service has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

i. GOVERNMENT

The term “Government” as used herein refers to the United States of America and is used interchangeably with “Seller” and “Grantor.”

j. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

k. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; Terms of Sale; Instructions to Bidders; Special Terms of Sale; Bidder Registration and Bid Form for Purchase of Government Property, Exhibits and Additional Documents. Should the aforementioned documents be modified or supplemented by any addenda or amendments, or replaced by a new issue, issued by the Government prior to the conclusion of the online auction, those modifications, addenda or amendments, shall be part of the reissued IFB.

l. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

m. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts and is used interchangeably with "Buyer" and "Grantee."

n. WEBSITE

The GSA Auctions® website, [GSAAuctions.gov](https://gsaauctions.gov), has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at [RealEstateSales.gov](https://realestatesales.gov). Additional information can also be found at disposal.gsa.gov.

o. ADDITIONAL DEPOSIT

An additional deposit is an amount of money held by GSA to be used as liquidated damages in the event that the purchaser fails to uphold terms in the IFB and/or the Bill of Sale as described in Paragraph 18 of the Terms of Sale.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (9PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price. The IFB is made available at [Realestatesales.gov](https://realestatesales.gov) and may be modified and amended by the Government at any time prior to the conclusion of the auction. Bidder agrees and accepts that notices of any changes to the descriptions provided in this IFB is satisfactory when made available on either or both of GSA's real property disposal websites at www.RealEstateSales.gov and/or www.disposal.gsa.gov.

3. INSPECTION

You may inspect the property anytime during daylight hours. Please be respectful of the neighbors. Avoid driving into any private roads or restricted areas.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. The failure

of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale "**AS IS**" AND "**WHERE IS**" without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction. All personal property remaining on the Property will be considered part of the sale and will be conveyed "As-Is/Where-Is" at the time of sale closing as part of the Bill of Sale. The Government makes no claims to the condition of these items, their fitness for use, or the number of items to be included in the sale.

6. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

7. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

8. REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of: (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government; or (2) in the event of revocation of a bid after notice of acceptance; or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance; or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government

and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

9. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

10. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

11. TITLE

If a bid for the purchase of the Property is accepted, a Bill of Sale in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

12. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

13. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer Sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the Sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

14. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of the sale is Thirty (30) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the Thirty (30) calendar day period.

On the closing date, the Purchaser shall tender to the Government the balance of the purchase price in the form of an electronic wire transfer. Upon confirmation that Purchaser's funds have been received by the Government, the Government shall deliver the instrument, or instruments, of conveyance to the Purchaser.

Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

15. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$100.00 per day; or (ii) interest

on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

16. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser as applicable. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

Within three (3) business days from receipt of the executed Bill of Sale, the Purchaser shall provide the Bill of Sale, with signed acceptance to the following email address: sophia.taylor@gsa.gov

17. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, resident commissioner or Government official shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA and the Department of Interior, Fish and Wildlife Service employees are prohibited from bidding on the Property offered in the IFB.

18. ADDITIONAL DEPOSIT

In addition to the earnest money deposit required under Paragraph 15 of Instructions to Bidders, the successful bidder shall, deliver to the Government an electronic wire transfer as an additional deposit in the amount of **\$2500.00**. This additional deposit is for the sole purpose of setting up a fund out of which liquidated damages as provided in paragraph 28 and 29 of these Terms of Sale can be collected and also out of which the cost of work performed by the Government in completing the removal operations as provided in Paragraph 20 of these Terms of Sale can be paid.

- A. If the removal operations are performed by the purchaser to the complete satisfaction of the Government, the additional deposit, less any amounts collected therefrom as liquidated damages will be returned to the purchaser, without interest, via U.S. Treasury Check or Electronic Funds Transfer.
- B. If the removal operations are not performed by the Purchaser to the complete satisfaction of the Government, and the Property or Portion thereof remaining, at the option of the Government, has been declared forfeited, the additional deposit, less any amounts collected therefrom as liquidated damages and less any amounts paid therefrom to cover the cost of work performed by the Government in completing the removal operations will be returned to the purchaser without interest after such costs have been paid, or will be returned to the purchaser, without interest, after a subsequent transferee acceptable to the Government has assumed the obligation to complete the removal operations.

19. OFF-SITE REMOVAL

Purchaser shall assume full responsibility for the structures and remove them entirely from the site. All building structures and/or materials shall be taken down and all areas disturbed by equipment used to remove the building shall be backfilled to natural grade of the site to the satisfaction of the Government. Travel of wide loads via public roads shall be accomplished in compliance with all traffic regulations and any required permits.

20. SITE RESTORATION

- A. All salvage and removal operations shall be conducted in a workmanlike manner.

- B. The purchaser will be required to remove from the site all materials and/or debris resulting from the removal of the building and cleanup of the site to a "rake clean" condition to the satisfaction of the Government.

21. COMPLIANCE WITH REGULATIONS

Purchaser shall comply with all fire, guard, safety, and other regulations in effect at the premises.

22. LIABILITY AND INDEMNITY

The purchaser shall assume responsibility and liability for all injuries to persons or damages to property directly or indirectly due to or arising out of the operations of the purchaser for the removal of the property. The purchaser further agrees to indemnify and save harmless the United States against any and all claims of whatsoever kind and nature due to or arising out of the contract or the performance of any part or all of it.

23. RESPONSIBILITY

The purchaser will be held responsible for any loss of materials or equipment on the site due to actions of his employees or agents including vandalism and malicious mischief. Any losses involved, willful damage, etc., occurring shall be replaced or restitution made at no cost to the Government until completion of the contract for purchase and removal. The purchaser, acting himself or through his superintendent, shall direct, coordinate, and supervise all work under this contract. Likewise, he shall inspect all equipment and apparatus engaged in the operation to assure its safe operation and will coordinate his activities through the appropriate representatives designated by the Government.

24. NECESSARY PERMITS

All necessary permits for performing removal operations, during dismantling and removal of the materials and access for disposal over public roadways if required by state, county, political subdivision, private person, utility company, or others having jurisdiction there over, shall be obtained by the Purchaser at his own expense and subject to such terms and conditions as may be imposed by such persons, companies, or authorities.

25. EXPENSE OF REMOVAL AND RESTORATION

Purchaser shall assume all expenses resulting from the above removal or improvements and site restoration.

26. TIME LIMIT ON REMOVAL

Salvage operations and cleanup of the site must be completed within Sixty (60) days from the date of the Bill of Sale.

27. TIME EXTENSIONS

- A. Any change to the established removal operations deadline is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of the removal operations deadline.
- B. It is recognized that the Government will be damaged if it grants an extension of the period for completion of the removal operations.
 - 1) If the Government grants an extension, the resulting liquidated damages shall be \$100 per day, for a minimum of 20 days, for the period from the removal operations deadline to the final day specified in the extension being granted at that time.
 - 2) The amount due for the time period of the extension is payable in full before the removal operations deadline.
 - 3) If the purchaser does not pay said amount before the removal operations deadline, the purchaser shall be liable for failure to complete removal operations before the removal operations deadline.

28. DAMAGES FOR FAILURE TO COMPLETE TIMELY REMOVAL

- A. Purchaser shall be liable to the Government for failure to complete removal operations for any item before the removal operation deadline, except as provided in Paragraph 30, Causes Beyond the Control of the purchaser.
- B. Liquidated damages shall be \$100 per day for the period from the removal operations deadline, to the day upon which the Government determines that the removal operations have been completed or until the day the property is determined by the Government to be forfeited.

29. FORFEITURE OF PROPERTY – LIABILITY FOR REMOVAL COST

- A. If Purchaser fails to complete the removal obligations to the complete satisfaction of the Government before the removal operations deadline, the Government may, at its option:
 - 1) Declare forfeited the property or the portion thereof which has not been removed, after which the Government may elect to perform the removal operations at the expense of the purchaser and make whatever disposition it elects with regard to the Property and materials resulting from such removal; AND
 - 2) Declare forfeited the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on the account, including any additional deposit and any payments made towards the full amount of purchase; AND
 - 3) Collect damages in accordance with Paragraph 28 of the Terms of Sale, Damages for Failure to Complete Timely Removal.

30. CAUSES BEYOND CONTROL OF THE PURCHASER

- A. Purchaser shall not be liable for damages resulting from failure to complete timely removal operations, if:
 - 1) The delay in completion of removal obligations arises from unforeseen causes beyond the control of purchaser including, but not limited to acts of God, acts of the public enemy, acts of the Government, acts of another purchaser in the performance of a contract with the Government; AND
 - 2) The purchaser, within 5 days from the beginning of such delay notifies the Government in writing of the causes of the delay; AND
 - 3) The Government ascertains the facts and the extent of the delay and extends the time for completing the removal without liability on the part of the purchaser.

31. CAPACITY TO CONTRACT

Bidders must have the legal capacity to enter into a contract in order to bid and acquire the Property.

32. COMPLIANCE WITH SECTION 889 PART B

By signature of the Bidder Registration and Bid Form, bidders hereby certify that their entity is in compliance with Section 889, Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (Pub. L. 115- 232). The bidder represents that it does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services. The statute prohibits contracting with an entity that uses certain telecommunications equipment or services produced by the below entities, companies, affiliates or subsidiaries:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company

· Dahua Technology Company

The prohibition of use of these telecommunications equipment or services applies regardless of whether or not that usage is related to the terms and conditions of this IFB and the certification extends until closing of the transaction as specified herein.

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INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on Tuesday, June 11, 2021 at 11:00 a.m. (Central Time).

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Close of Auction) will be announced at RealEstateSales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject all bids.

5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

- (1) Complete Online Registration: Bidders must register online at RealEstateSales.gov. Click on "Register", establish a Username and Password and provide the requested account information including a valid email address. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff cannot assist in retrieving a lost or forgotten Username or Password.

GSAAuctions.gov has implemented Multi-Factor Authentication (MFA) for access to RealEstateSales.gov. Every user must register their User ID information if they have not yet set up their MFA. Once registered, you may log in using your email and password and a numeric verification code. This verification code is delivered to you by one of the delivery methods you chose during your registration process. For additional information on MFA, please review the GSAAuctions.gov [FAQ](#) page.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after bid acceptance at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company,

your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a) and will be collected to verify the data submitted by the user.

An authentication process will be conducted to confirm the identity of individuals and companies to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity, and all submitted bids are valid. **The identity and credit card information you provide at registration is used strictly for authentication purposes. GSA Auctions® does not automatically charge credit cards on file. You may use a different credit card to provide the required Registration Deposit. Credit card registration deposits for real property sales cannot be made via GSA Auctions®.**

For more information and assistance on the online registration process, please go to <https://realestatesales.gov/html/static/faq.htm>.

- (2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form included in this IFB.
- (3) Provide Registration Deposit: A deposit in the amount of \$100.00 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a credit card (Visa, MasterCard, Discover or American Express). Bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest-bearing account, immediately upon receipt.

- b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property **By FAX: 415-522-1650 or By EMAIL: R9RealestateSales@gsa.gov**
- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The identity authentication process, if unsuccessful, may require a bidder to provide additional information by email for manual verification and may take several business days to complete. Bidders may receive a registration failure notice from registration@gsa.gov. Bidders will need to reply and provide the necessary documentation to be reviewed which may take up to 24-48 hours to validate and approve. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

- a. Registered bidders may bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

- b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status on GSA Auctions®, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSA Auctions® [Terms and Conditions](#).

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. Bidders may also review bid activity by clicking on the "My Messages" tab once logged in. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at (415) 527-7498. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction that is subject to change. Bidder agrees and accepts that notices of any changes to the terms and conditions of sale or instructions to bidders is satisfactory when made available on either or both of GSA's real property disposal websites at RealEstateSales.gov and/or disposal.gsa.gov.

8. ONLINE BIDDING

RealEstateSales.gov allows you to place a either a flat or automatic ("proxy") bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. Realestatesales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. Your automatic bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

If a bidder places a bid with the same automatic bid amount as another bidder, the previous (first) bidder will have the high bid since their bid was placed first. Both bids are recorded with the same amount, displaying the first bidder with the same amount as high bidder, until another bidder bids higher.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you cannot enter a bid at RealEstateSales.gov then you should call GSA at (415) 734-8367 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA AuctionsSM to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

10. CLOSE OF AUCTION

- a. Posting of the Close of Auction. The Government will post on [the Website](#) the date and time on which the auction is anticipated to close (shown on the Website as "Close Time"). This posting is typically at least three (3) business days prior to the posted Close Time. The Website will also show the days, hours and minutes remaining until the Close Time (shown on the Website as "TimeRemaining").
- b. Inactivity Period and Closing of Auction. When the Close Time is posted, a twenty-four (24) hour inactivity period is established (shown on the Website as the "Inactivity Period") and is posted under the "Bidding Details" tab of the Website. Note that the Website shows the Inactivity Period in minutes with 24 hours represented as 1440 minutes. In order for the Auction to close, the High Bid must remain unchanged for the Inactivity Period. Each time a new High Bid is received within the Inactivity Period or if the maximum amount that a Bidder is willing to pay for the Property under a proxy Bid is changed within the Inactivity Period, the Auction will automatically extend for an additional 24 hour Inactivity Period. The Time

Remaining and Close Time will adjust accordingly. If the High Bid remains unchanged for the full Inactivity Period, the Auction will close.

- c. Exceptions for Weekends and Holidays. Notwithstanding the foregoing, **online auction sales cannot end on Weekends or Federal Holidays**. Therefore, if the posted Inactivity Period extends into a Weekend or Federal Holiday, which the Website defines as the time between: (i) 12:00 am on Saturday until 11:59 pm on Sunday; or (ii) the 24-hour period between 12:00 am to 11:59 pm on any Federal Holiday, the Auction will automatically extend to the same time on the first business day following the Weekend or Federal Holiday. Examples are in the table below. Federal Holidays are listed here [List of Federal Holidays](#).

<i>Bid made on:</i>	<i>New closing time</i>
<i>9 pm CT on Friday</i>	<i>9 pm CT on Monday</i>
<i>11:30 am CT on Saturday</i>	<i>11:30 am CT on Monday</i>
<i>4:40 pm CT on Sunday</i>	<i>4:40 pm CT on Monday</i>

Bidders are responsible for monitoring the Website for the posting and any changes to the Close Time, the Inactivity Period, and the Time Remaining.

11. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

12. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid form and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute bids on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed, mailed or e-mailed to the bidder or their duly authorized representative at the fax number physical address or e-mail address indicated on the Bid Form. The processing of a registration deposit by the Government shall not constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without accepting a bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount; re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

15. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Within five (5) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of an electronic wire transfer, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon written acceptance of a bid, the Registration Deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of an electronic wire transfer is payable within Thirty (30) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

16. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Refunds will only be processed to the same individual or entity identified on the Bidder Registration and Bid Form for Purchase of Government Real Property. Registration Deposits will be credited to the same account number provided.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 17, Backup Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds to a credit card will usually be processed within three business days.

17. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: The original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder completes the transaction, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 8, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described Paragraph 16, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

18. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at disposal.gsa.gov or RealEstateSales.gov.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

NOTICES AND COVENANTS

AS-IS, WHERE-IS PROVISION

- a. Purchaser agrees and acknowledges that Seller is selling the property strictly on an “as is, where is”, with all faults basis, without warranty, express or implied, with any and all latent and patent defects. Purchaser acknowledges that Seller has made the property available for inspection by Purchaser and Purchaser’s representatives. Purchaser has inspected, or will have inspected prior to closing, the physical condition of the property to the extent felt necessary by Purchaser, including all improvements thereon, and accepts title to the same “as is” in its existing physical condition. Purchaser acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as Seller, including its agencies or any official, agent representative or employee of the foregoing, with respect to the property’s conditions. except as set forth in the contract, Purchaser is relying solely and wholly on Purchaser’s own examination of the property, is fully satisfied with the property, and accepts any liabilities or costs arising in connection with the condition of the property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the property. Except as set forth in Section c, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Purchaser is put on notice that any prior grant and/or encumbrance may be of record and Purchaser is advised to examine all public records available regarding the property.
- b. No employee or agent of Seller is authorized to make any representation or warranty as to the quality or condition of the property, merchantability, suitability or fitness of the property for any use whatsoever, known or unknown to Seller, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Seller be responsible or liable for latent or patent defects or faults, if any, in the property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the property.
- c. Nothing in this “as is, where is” provision will be construed to modify or negate the Seller’s obligation under statutory obligations.

PERSONAL PROPERTY

All personal property remaining on the Property will be considered part of the sale and will be conveyed “As-Is/Where-Is” at the time of sale closing as a part of the Bill of Sale. The Government makes no claims to the condition of these items, their fitness for use, or the amount of items to be included in the sale.

paragraph alignment

**REGISTRATION AND BID FORM FOR PURCHASE OF
GOVERNMENT REAL PROPERTY**

Off-Site Removal
Jolly Jack Calving Shed
Cheney, WA 99004
IFB# ZEATL921131301
REGISTRATION DEPOSIT: \$100.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (____) _____ Fax: (____) _____
E-mail: _____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual _____
☐ A partnership consisting of _____
☐ A trustee, acting for _____

THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE

- ☐ A limited liability partnership consisting of _____
☐ A corporation, incorporated in the State of _____
☐ A limited liability company _____
☐ Other _____

Registration Deposit

Credit/Debit Card: _____ Exp: ____ / ____ CSC/CVC

<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Debit
<input type="checkbox"/> Discover	<input type="checkbox"/> American Express	

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed online by the undersigned and if any bid is accepted by the Government within Sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. ZEATL921131301 including the Property Description, Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB No. ZEATL921131301, all of which are incorporated herein and by reference made a part of any bid placed online at RealEstateSales.gov. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the bidder is not the Purchaser, the Registration Deposits will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a bidder for the sale of Government property.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

BY FAX: 415-522-1650

BY EMAIL: R9RealEstateSales@gsa.gov

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Instructions to Bidders, Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

**Off-Site Removal
Jolly Jack Calving Shed
Cheney, WA 99004**

**THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER
(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE
CORPORATION/ORGANIZATION).**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the
scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)